



Summer Kickoff - Greatwood Pool#3
June 1, 2022
Participation Agreement and Waiver

I acknowledge that travel to/from and participation in the First Colony Church of Christ's Summer Kickoff ("the Project") at **Greatwood Pool #3, located at 1241 Shadow Bend Dr., Sugar Land, TX 77479 on June 1, 2022 from 5:00-7:00pm** involves risk to the participant (and to the participant's parents or guardians, if the participant is a minor), and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage, and financial damage.

I represent that the participant is in good health and in proper physical condition to participate in the Project. I agree that I am responsible for determining whether participant is sufficiently fit and healthy enough to participate in the Project, and that I will take due regard and responsibility for participant's safety and well-being during participation in the Project. I fully understand that there is a possibility that participant may be exposed to the COVID-19 virus during participation in the Project. I understand that if I am unwilling to assume the risk of participant's exposure to COVID-19 or if participant has any underlying health condition that may weaken participant's immune system, then participant will NOT participate in the Project.

I further AGREE that if participant or anyone in participant's household has been diagnosed with COVID-19 or has been in close contact with someone who has been diagnosed with COVID-19, I will inform the First Colony Church of Christ and will NOT allow participant to participate in the Project. I will immediately notify First Colony Church of Christ if participant, or a member of participant's household, experience any symptoms associated with COVID-19. **I represent that I, for and on behalf of participant, myself and our respective heirs, representatives, insurers, executors, administrators, and assigns, freely accept and fully assume the risk of exposure to COVID-19, and any resulting illness, injury, or even death by participating in the Project.**

In consideration for the opportunity to travel to/from and participate in the Project, the participant (or parent/guardian if the participant is a minor) acknowledges and accepts the risks of injury associated with travel and participation in the Project. The participant (or parent/guardian) accepts personal financial responsibility for any injury or other loss sustained during the Project as well as for any medical treatment rendered to the participant that is authorized by First Colony Church of Christ or its agents, employees, volunteers, or any other representatives (collectively referred to as the "sponsor"). FURTHER, THE PARTICIPANT (OR PARENT/GUARDIAN) RELEASES AND HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SPONSOR FROM AND AGAINST ANY AND ALL CLAIMS FOR ANY INJURY ARISING DIRECTLY OR INDIRECTLY OUT OF THE DESCRIBED ACTIVITY, WHETHER SUCH INJURY ARISES OUT OF THE NEGLIGENCE OF THE SPONSOR, THE PARTICIPANT, OR OTHERWISE.

_____ (Parent/Guardian Signature) I hereby certify that the participant (or parent/guardian if the participant is a minor) has personal health insurance which will provide coverage while participating on the Project.
PROOF OF INSURANCE IS REQUIRED AND MUST BE ATTACHED TO THIS FORM.

The participant (or parent/guardian) grants permission to use the participant's photo for First Colony Church of Christ publicity and publications, including, but not limited to, the First Colony Church of Christ website, Facebook page, and printed material.

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If a dispute over this agreement or any claim for damages arises, the participant (or parent/guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the participant (or parent/guardian) and the sponsor cannot agree upon such a process, the dispute will be settled by legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker Ministries (hereinafter the "Rules"). The complete text of the Rules may currently be obtained by accessing www.HisPeace.org. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

Participant's Name (Please Print): _____

Signature of Participant: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____
(If the Participant is a minor)